

NAKISA GENERAL TERMS AND CONDITIONS

The Agreement is entered into between Nakisa Inc. or Nakisa's Affiliates ("**Nakisa**") and the Client as named in the Statement of Work and the authorized representatives of the Parties hereby execute this Agreement to be effective as of the Effective Date, as defined in the Statement of Work. As used in this Agreement, a "Party" means either Nakisa or the Client, as appropriate and the "Parties" means Nakisa and the Client.

1. DEFINITIONS

1.1. "**Affiliate**" means, a person or entity under the Control of either Party herein.

1.2. "**Agreement**" means the present General Terms and Conditions, including any recitals, schedules, appendices or exhibits annexed herewith establishing the general terms and conditions related to Nakisa's software services and professional services applicable to each Statement of Work.

1.3. "**Applicable Laws**" means any applicable domestic or foreign law and regulation having or purporting to have jurisdiction in the relevant circumstances or instrumentality thereof including any federal, state, provincial or municipal body or entity that relate to this Agreement.

1.4. "**Confidential Information**" means information, whether written or oral, received by a Party or its Representatives ("**Receiver**") that relates to the other Party ("**Discloser**") and is not generally available to the public, or which would reasonably be considered confidential and/or proprietary, or which is marked "Confidential" or "Proprietary" by Discloser. Without limiting the generality of the foregoing, Confidential Information includes, (i) information relating to research, development, inventions, information systems, software code, software applications, pricing, customer lists, financial or other economic information, accounting, engineering, personnel relations, marketing, merchandising, and selling; customer or employee data or statistics, (ii) potential sources of financing; and (iii) all analyses, compilations, forecasts, studies or other documents prepared in connection with the present Agreement. In the event Confidential Information is the basis of, is incorporated into, or is reflected in other documents, whether separately or jointly generated by the Parties, such other documents shall be deemed

Confidential Information subject to the terms of this Agreement.

1.5. "**Control**" means direct or indirect: (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity; or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such Control exists.

1.6. "**Documentation**" means the user manuals and other documentation, whether in printed, electronic or any other form, shipped or otherwise provided by Nakisa under the applicable Statement of Work.

1.7. "**Effective Date**" means the date the Parties have executed the present Agreement.

1.8. "**Intellectual Property**" or "**Intellectual Property Rights**" means any known (as of the Effective Date or after) tangible and intangible: (a) rights associated with works of authorship, including copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; (c) trade secrets; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights, however designated (including logos, "rental" rights, and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions, reissues, and associated rights.

1.9. "**Malware**" means (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware, or (ii) any other software, code, or program that is likely to or is intended

to (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to (which includes, without limitation, the Subscription Services or developments remotely transmitting any information to Nakisa or any Third Party), or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data.

1.10. "**Professional Services**" means all software implementation, training, configuration, data migration, consulting and professional services performed by or on behalf of Nakisa for Client pursuant to this Agreement.

1.11. "**Representatives**" means the respective directors, officers and employees of a Party or its Affiliates.

1.12. "**Service Fees**" means the fees and conditions set forth in the relevant Statement of Work.

1.13. "**Statement of Work**" means collectively and individually, the statement of works agreed upon by Client and Nakisa, each of which clearly describes the Subscription Services or Professional Services to be provided by Nakisa thereunder.

1.14. "**Subscription Services**" means the software solution and hosting services provided by Nakisa under this Agreement, and the Documentation related to the same.

1.15. "**Taxation Authority**" means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.

1.16. "**Taxes**" means all taxes, assessments, tariffs, dues, duties, rates, fees, imposts, levies and similar charges of any nature whatsoever, lawfully imposed, levied, assessed or collected by any Taxation Authority.

1.17. "**Third Party**" means a person or entity other than Client, its Affiliates, and their employees, directors, officers and/or representatives.

2. SCOPE

2.1. **Incorporation of Schedules.** This Agreement shall fully incorporate by reference the terms and conditions found in each of the Schedules to this Agreement or a Statement of Work.

2.2. **Incorporation of Statement of Work.** Regardless of the actual name, this Agreement shall fully incorporate by reference any Statement of Work entered into by the parties related to Professional Services or Subscription Services describing the Client's order-specific information such as license scope, use and restrictions, milestones, fees or any other terms agreed in a Statement of Work.

3. GRANT OF LICENSE

3.1. **License.** Subject to the payment of the Service Fees and other provisions indicated in this Agreement, Nakisa hereby grants to Client a limited, worldwide, non-exclusive, non-transferable, revocable license to use the Subscription Services for the purposes of its internal business activities for the duration of the Statement of Work for Subscription Services. Except as expressly permitted herein, the Client is strictly prohibited from sublicensing, re-selling or distributing the Subscription Services in any way whatsoever, either directly or indirectly. It is strictly prohibited for a person or entity, without the required authorizations, to use in any way whatsoever the Subscription Services.

3.2. **Client's Affiliates.** The licenses granted to Client hereunder may be exercised by Client's Affiliates; the Client shall remain liable to Nakisa for any acts or omissions by such Affiliates that would be a breach of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. **Subscription Services.** Subject to the licenses granted to Client under this Agreement, Nakisa is and shall remain the sole and absolute owner of the Intellectual Property Rights in, and shall retain all of its right, title, and interest in, the Subscription Services, including, without limitation, to all improvements, additions, enhancements, modifications and developments that Nakisa brings to the Subscription Services. With respect to any improvements, additions,

enhancements, modifications, and developments brought to the Subscription Services by the Client, Client shall retain its Intellectual Property Rights therein, provided that Nakisa shall, automatically and with no further formality, be vested with a worldwide, perpetual, royalty-free license to use, copy, distribute, and sublicense all such Client improvements, additions, enhancements, modifications, and developments.

4.2. **Deliverables.** Nakisa shall solely own all rights, title and interest in all deliverables and any other Intellectual Property created, developed or conceived as a result of the Professional Services performed under a Statement of Work. In the event any of Nakisa's pre-existing Intellectual Property Rights ("**Pre-Existing IP**") are embedded in the deliverables, Nakisa hereby grants to Client a non-exclusive, worldwide, royalty-free, perpetual license to internally use the Pre-Existing IP.

4.3. **Feedback.** Notwithstanding any other provision in this Agreement, if the Client provides any ideas, suggestions or recommendations to Nakisa regarding any of Nakisa's proprietary software, including the Subscription Services ("**Feedback**"), Nakisa shall then be free to use and incorporate such Feedback in Nakisa's products and services and shall remain the sole and absolute owner of any revisions, updates, upgrades, versions, modifications, enhancements and/or development made to its products and services based on the Feedback, without payment of royalties of any kind or other consideration to the Client. Nothing in this Agreement is intended to grant a license or waive any rights in either Party's Intellectual Property.

5. SERVICE FEES

5.1. **Service Fees.** Each Statement of Work shall outline the applicable Service Fees.

5.2. **Payment Term.** Except as otherwise agreed upon by the Parties in a Statement of Work, Client shall pay the Service Fees within thirty (30) days from the date of Nakisa's invoice. The Client shall pay Nakisa's invoice by electronic wire transfer in accordance with the transfer instructions provided by Nakisa and in the currency designed therein.

5.3. **Disputed Invoices.** If Client believes that Nakisa has billed Client incorrectly, Client must notify Nakisa

thereof (in writing) no later than fifteen (15) days after the date of the invoice, otherwise the amount invoiced shall be conclusively deemed correct by the Parties. The part of the invoice not in dispute shall be paid by Client as set out under this Section 6 and the balance may be withheld pending resolution of the dispute. Amounts due from Client under this Agreement may not be withheld or offset by Client against amounts due to Licensee for any reason.

5.4. **Taxes.** Each Party will be responsible for the payment of its own Taxes. The Service Fees under this Agreement shall be exclusive of service taxes, if and as applicable. The Client shall provide Nakisa with any direct pay permits or valid tax-exempt certificates as required. If Nakisa is required to pay Taxes for any reason whatsoever in lieu of the Client, the Client shall immediately reimburse Nakisa for those amounts upon notice and indemnify Nakisa for any Taxes and related costs paid or payable by Nakisa attributable to those Taxes.

5.5. **Tax Deductions.** Client will, in the case of any withholding of any withholding tax as legally required, provide to Nakisa a receipt from the relevant tax authority to which such withholding tax has been paid within three (3) months from the sums being withheld. In the event Client fails to provide Nakisa with such receipt, the Client shall pay to Nakisa the amounts initially withheld within ten (10) days.

6. TERM AND TERMINATION

6.1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Statement of Work ("**Term**").

6.2. **Term of Statement of Work.** The term of each Statement of Work shall commence on the Effective Date of the Statement of Work until the expiration of the mutually agreed term by the Parties ("**SOW Term**").

6.3. **Termination for Cause.** Either Party may terminate this Agreement and/or any Statement of Work, upon a thirty (30) day prior written notice, for the following reasons: (a) the non-terminating Party is liquidated under a bankruptcy proceeding or has a

receiver appointed for all or a substantial portion of its assets or makes a general assignment for the benefit of its creditors; (b) the non-terminating Party has acted with gross negligence and/or willful misconduct; or (c) in the event of a material breach, the breaching Party does not cure its material breach of this Agreement and/or any Statement of Work within thirty (30) days of receiving written notice of such material breach from the non-breaching Party.

6.4. Statement of Work Termination. In the event of a termination of this Agreement, all outstanding Statement of Works shall be automatically terminated unless otherwise agreed by the Parties, in which case such Statement of Works will continue to be governed by the terms and conditions of this Agreement.

6.5. Suspension. Nakisa reserves the right to suspend services provided to the Client or terminate this Agreement and/or any Statement of Work in the event Client is in default of the terms and conditions provided hereunder.

6.6. Client Data. Following the termination of this Agreement, Nakisa shall securely and permanently destroy the Client's data that may be in its possession. The destroyed data shall no longer be recoverable and shall be permanently destroyed. The Client shall use its commercially reasonable endeavors to remove all Client Data from any Subscription Services provided by Nakisa. The Client may engage Nakisa in removing such Client Data at Nakisa's standard rates.

6.7. Post-Termination Obligations. The termination of this Agreement shall not excuse the Client's obligation to pay in full any and all amounts due under a Statement of Work nor shall the termination by Nakisa result in a refund of fees paid.

7. USE OF NAME AND LOGO

7.1. Undertaking. Nakisa may use the Client's tradename, trademark and/or logo on its website to announce the Client as a new customer of Nakisa or make a "win" announcement following the execution of the present Agreement. Nakisa's use of Client's tradename, trademark and/or logo does not create any ownership right therein and all rights relating to

Client's tradename, trademark and/or logo shall remain with the Client.

8. CONFIDENTIALITY

8.1. Undertaking. The Parties hereby undertake to keep the terms of this Agreement confidential along with any Confidential Information received by one another and, as such, the Parties agree that the terms and conditions of this Agreement, the content of all discussions, reports, documents, or any other information exchanged in the context of their relationship herein is considered Confidential Information. In addition, any other nonpublic information which the Discloser discloses to the Receiver in the course of execution of this Agreement will be considered Confidential Information, including but not limited to nonpublic product plans, designs, costs, prices, names, finances, marketing plans, business opportunities, forecasts, orders, personnel, customer information, research, development, know-how, Third Party Confidential Information or information learned by Receiver from Discloser's employees, agents or through inspection of Discloser's property. Each Party agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

8.2. Confidential Information Use. The Receiver agrees that: (a) it will not disclose the Discloser's Confidential Information to any person or entity, save and except to its authorized Representatives and Affiliates; and, (b) will only use and disclose the Confidential Information for the purposes of the license granted herein. Furthermore, the Receiver shall only communicate the Confidential Information to its Representatives and Affiliates on a need-to-know basis.

8.3. Reproduction. The Confidential Information may not be copied or reproduced without the Discloser's prior written consent.

8.4. Exclusion. Both Parties agree that Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other Party, (b) was in the receiving

Party's lawful possession prior to disclosure by such Party and had not been obtained by the other Party either directly or indirectly from the disclosing Party or unlawfully from any Third Party, (c) is lawfully disclosed to the other Party by a Third Party without restriction on disclosure, or (d) is independently developed by the other Party.

8.5. **Disclosure by Law.** If either Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, it shall provide prompt notice to the other of such receipt, unless restricted by subpoena. The Party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to that extent permitted by law.

8.6. **Survival.** The provisions of Section 7 shall remain in full force and effect notwithstanding any termination of this Agreement for any reason for a period of twelve (12) months following the termination of this Agreement.

9. NAKISA'S WARRANTIES

9.1. **Ownership.** Nakisa represents and warrants that it owns and has and will maintain sufficient rights and interests in the Subscription Services to grant the rights and licenses granted hereunder and doing so will not breach the terms of any other agreement to which Nakisa is a party.

9.2. **Violations.** Nakisa has not received notice of and is not aware of any claim or threat that the Subscription Services violates or infringes upon an Intellectual Property Right of any Third Party, and Nakisa will promptly notify Client if it receives notice of, or becomes aware of, any such claim with respect to the Subscription Services or its developments.

9.3. **Malware.** The Subscription Services and its developments shall not, and will not during the relevant SOW Term, contain any Malware. If Nakisa becomes aware of the existence of any Malware in or relating to the Subscription Services or its developments, Nakisa shall promptly notify Client, and shall promptly provide Client with a new version of the affected software with the Malware removed.

9.4. **Compliance.** The Subscription Services and its developments comply with all Applicable Laws.

9.5. **Diligence.** Nakisa shall advise Client if it becomes aware of any facts or circumstances inconsistent with, or creating doubt regarding, the accuracy of the representations, warranties or covenants in this Section and Nakisa shall correct any failures to comply with the provisions of this Section.

10. CLIENT WARRANTIES

10.1. **Right of Use.** The Client is prohibited from using the Subscription Services other than in the manner described in this Agreement.

10.2. **Authorized Users.** The Client shall permit its authorized Representatives and Affiliates to use the Subscription Services provided the Client takes all necessary steps and impose the necessary conditions to ensure that its Representatives and Affiliates use the Subscription Services in accordance with this Agreement, and do not commercialize or disclose the content of the Subscription Services to Third Parties.

10.3. **Restrictions.** Except as expressly permitted herein, the Client shall not distribute, sell, license, sublicense, let, trade or expose for sale the Subscription Services in any way whatsoever and shall ensure that all of its authorized Representatives and Affiliates are bound by the same terms as this Agreement.

10.4. **Reverse Engineering.** The Client shall not: (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Subscription Services, (b) transmit any content or data that is unlawful or infringes any Intellectual Property Rights, or (c) circumvent or endanger the operation or security of the Subscription Services.

10.5. **Modifications.** The Client shall not attempt to make any changes or modifications to the Subscription Services without Nakisa's prior written authorization.

10.6. **Security.** The Client undertakes to implement any and all technological and security measures to ensure that the Subscription Services is not used or accessed by unauthorized users.

11. INDEMNIFICATION

11.1. **General.** The Client shall indemnify, defend and hold harmless Nakisa, its parent, subsidiaries, Affiliates and their directors, officers and employees from and against any Third Party claims, demands, suits, actions and proceedings and shall assume any damages, losses, liabilities, judgments, verdicts, court orders or settlements, including costs, expenses and reasonable attorney fees relating to (a) the breach of any provision of this Agreement and/or Statement of Work; (b) any action taken by or on behalf of the Client and/or its Affiliates which is not permitted by or pursuant to the terms of this Agreement and/or Statement of Work; or (c) any act or omission constituting willful misconduct by any officer, director, agent or employee of the Client and/or its Affiliates in connection with this Agreement and/or Statement of Work.

11.2. **Third Party Claims.** Nakisa shall indemnify and hold harmless the Client, its directors, officers and employees, from and against Third Party Intellectual Property infringement claims, demands, suits, actions and proceedings ("**Third Party Claims**") and shall assume any damages, losses, liabilities, judgments, verdicts, court orders or settlements, including costs, expenses and reasonable attorney fees, related thereto, arising from Client's use of the Subscription Services.

11.3. **Notice of Claim.** The Client shall promptly notify Nakisa in writing of any Third-Party Claims. Nakisa shall defend such Third Party Claims at its expense and shall indemnify the Client in accordance with this Agreement.

12. LIMITATION, EXCLUSION, DISCLAIMER

12.1. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING IN ANY STATEMENT OF WORKS OR IN A SCHEDULE, APPENDIX OR EXHIBIT ANNEXED TO THIS AGREEMENT), EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, ENDORSEMENTS, GUARANTEES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, ACCURACY, TITLE NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR

PURPOSE OR USE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE. UNLESS EXPRESSLY SPECIFIED IN THIS AGREEMENT, ALL OTHER WARRANTIES, CONDITIONS OR TERMS, EXPRESS OR IMPLIED, ORAL OR WRITTEN ARE EXPRESSLY DISCLAIMED NAMELY ANY WARRANTY, CONDITION OR OTHER TERMS THAN ANY SOFTWARE, SAAS SERVICE, CONTENT OR DELIVERABLES OR OTHER SERVICES ARE ERROR-FREE.

12.2. **LIMITATION.** IN NO EVENT SHALL NAKISA'S MAXIMUM, CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE SUCH WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE OR PASSIVE), WARRANTY, STRICT LIABILITY OR OTHERWISE) EXCEED THE SERVICE FEES PAID BY THE CLIENT UNDER THE RELEVANT STATEMENT OF WORK FOR THE PRECEDING SIX-MONTH PERIOD, ON A PRORATED BASIS.

12.3. **DAMAGES.** IN NO EVENT SHALL NAKISA BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE, LOST BUSINESS, LOST DATA, OR A FAILURE TO REALIZE EXPECTED SAVINGS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT NAKISA HAS BEEN ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

13. COMPLIANCE WITH LAWS

13.1. **General.** Both Parties shall comply with all Applicable Laws. If one Party is charged with a violation of, or non-compliance with, any such Applicable Laws, having a material impact on such Party's obligations herein, such Party shall promptly notify the other Party of such charges by written notice and shall use commercially reasonable efforts to cure such violation or non-compliance, if any, as soon as practicable. Both Parties represent and warrant that they have not received any notice of a violation of or default with respect to any regulation, writ, judgment, injunction, order, decree or award of any arbitrator or governmental

body applicable to their business, properties or operations, which violation or default, individually or in the aggregate, might materially and adversely affect their ability to perform their obligations under this Agreement.

14. AUDIT

14.1. **General.** The Client hereby grants Nakisa the right to audit, once annually, Client's use of the Subscription Services to verify that Client's use of the Subscription Services does not exceed the number of licenses granted to Client under this Agreement, as well as Client's compliance with the terms of this Agreement. Additionally, Nakisa may require from Client to send it, via email, license audit information generated by Nakisa's software. Nakisa reserves the right to revoke the Subscription Services granted herein to the Client.

15. GENERAL

15.1. **Amendment.** Except as expressly provided herein, this Agreement shall not be modified or amended except by an instrument in writing signed by both Parties.

15.2. **Force Majeure.** Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without the negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, explosion or pandemics. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the delay so caused.

15.3. **Assignment.** Except as expressly permitted herein, this Agreement and the rights and obligations of either Party hereunder shall not be assigned, subcontracted, delegated or otherwise transferred, by operation of law or otherwise, without the prior written consent of the other Party.

15.4. **Governing Law.** This Agreement and all transactions under it shall be governed by and construed in accordance with the laws applicable in the Province of Quebec, Canada, excluding its conflict of law provisions.

15.5. **Dispute Resolution.** All disputes arising out of this Agreement and all transactions under it that cannot be resolved amicably shall be referred to final, non-appealable arbitration in front of a single arbitrator appointed by mutual consent of the Parties. If the Parties are unable to mutually agree on the selection of an arbitrator within thirty (30) days of the initiation of a dispute by one of them. The arbitration proceeding shall be governed by the Rules of the Canadian Commercial Arbitration Center. The Parties shall conduct the arbitration proceedings in English. The arbitration proceedings shall take place in Montreal, Quebec, Canada. The United Nations Convention of Contracts for the International Sale of Goods is specifically excluded from and will not apply to this Agreement.

15.6. **Independent Contractors.** The Parties are independent contractors and nothing in this Agreement will be deemed to create a joint venture, partnership, or agency relationship between the Parties or empower one Party to assume or create any obligation on behalf of the other Party.

15.7. **Notices.** Any notice, request, demand or other communication required or permitted hereunder must be in writing and shall be sufficiently given if delivered by hand or sent by registered mail, courier, email or facsimile addressed to the other Party at the address set out below or to such other person or address as the Parties may from time-to-time designate in writing delivered pursuant to this notice provision. All notices to Nakisa shall be delivered at 733 Cathcart, Montreal, Quebec, H3B 1M6, to the attention of the Legal Department with a copy to contracts@nakisa.com. All notices to the Client shall be sent to the Client's address as indicated in each Statement of Work.

15.8. **Remedies Cumulative.** The rights and remedies under this Agreement are cumulative, may be exercised singularly or concurrently, and are in addition to and not in substitution for any rights or remedies available at law or in equity.

15.9. **Severability.** To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

15.10. **Entire Agreement.** This Agreement includes all Schedules, Exhibits and Annexes referenced herein and constitutes the entire agreement of the Parties with respect to the subject matter hereof and there are no provisions, representations, warranties, undertakings, collateral agreements or agreements between the Parties other than as set out in this Agreement. This Agreement supersedes any prior or contemporaneous understandings, communications, representations, warranties, undertakings, collateral agreements and

agreements between the Parties, whether oral or written, with respect to the subject matter hereof. If there is a conflict or inconsistency between any Schedule, Exhibit or Annex and the body of this Agreement, the Schedule, Exhibit or Annex shall take priority over the terms of the present Agreement to the extent of the conflict or inconsistency.

15.11. **Execution and Signature Date.** Signing of this Agreement and transmission of the signed Agreement by facsimile or electronic document transfer will be acceptable and binding upon the Parties hereto. This Agreement shall be binding when the Agreement has been signed once by each of the Parties and shall take full force and effect as of the Effective Date regardless of any other dates appearing in the signature block. Subsequent signatures on additional copies, or the lack thereof, shall not have any impact on the enforceability of this Agreement. Any handwritten changes made to this Agreement (with the exception of the Effective Date when the Effective Date is handwritten onto the Agreement) must be initialed by all Parties in order to be binding on the Parties.

END OF GENERAL TERMS AND CONDITIONS